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Miami-Dade County, Florida

RFP No.

## **2.0 SCOPE OF SERVICES**

### **2.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Transit Department (MDT), is soliciting proposals to establish a contract to operate the Bus Passenger Shelter Program (Program).

There are approximately 5,500 bus stops in the municipalities of incorporated Miami-Dade County and approximately 4,000 in the unincorporated area; with approximately 1,000 stops in the unincorporated area having a bus shelter. The County's current inventory of bus shelters in unincorporated Miami-Dade County and the incorporated municipalities of Doral and Cutler Bay that have County-owned shelters within their municipal limits are provided in Attachment A. The model of the County's existing and new bus shelters is the Pali-design bus shelter, provide in Attachment B. The County will not accept alternate shelter designs for the Program.

Municipalities of incorporated Miami-Dade County may access the resultant contract in accordance with Section 2-10.1 of the Code of Miami-Dade County. It is understood that the County is not a legally binding party to any contractual agreement made between any other entity and the selected Proposer as a result of the resultant contract.

All work or activities performed under the resultant contract shall comply with all applicable federal, state, and local laws, regulations, ordinances and, standards including but not limited to, Chapter 21, Article XII and Chapter 33C of the Miami-Dade County Code; Chapter 14-20 of the Florida Administrative Code; the Americans with Disabilities Act (ADA) as outlined in 28 CFR Part 36; Florida Department of Transportation (FDOT) regulations including the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (The Florida Green Book) and the Miami-Dade Public Works Manual, as authorized by the Miami-Dade County Code, which sets forth minimum requirements governing public and private work which is under the jurisdiction and control of the Miami-Dade Public Works Department (Public Works). In specific cases, there may be other agencies such as the Miami-Dade Department of Environmental Resource Management (DERM) and the South Florida Water Management District that also require issuance of a permit or approval prior to installation of a bus shelter. DERM may be involved if the site is located close to a canal or in cases requiring the removal, trimming, or transplantation of trees in the right of way. The South Florida Water Management District is responsible for issuing permits for benches to be located on right-of-way controlled by that agency. Additionally, the Miami-Dade County Office of ADA Coordination may become involved if and when issues of compliance with ADA standard arise.

It is the responsibility of the selected Proposer to be familiar with all federal, state and local laws, regulations, ordinances and standards that may affect any of the work or activities covered under the resultant contract and to be completely familiar with all conditions affecting the work and activities performed under the resultant contract.

For the purposes of the Program the words "all bus shelters" or "each bus shelter" refers to all existing bus shelters and new bus shelters, once installed.

### **2.2 Objective**

The objective of this solicitation is to establish a contract to operate the Program, in order to:

1. Maintain all bus shelters in clean and safe conditions with an attractive appearance and proper illumination at night.
2. Generate revenue for the County by selling advertising at the bus shelters.

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Miami-Dade County, Florida

RFP No.

3. Install up to 435 additional bus shelters at bus stop locations predetermined by the County. The predetermined locations by the County for installation of bus shelters are provided in **Attachment C**. Installation of the additional bus shelters will be contingent on the selected Proposer site inspection to determine the site comply with applicable federal, state, and local laws, regulations and ordinances for installation of a bus shelter.

## **2.3 Bus Shelters Maintenance**

### **2.3.1 Maintenance Standards**

- A. The selected Proposer shall, at its expense, maintain all bus shelters in a clean and repaired state at all times. The area surrounding each bus shelter shall be kept free of graffiti, excessive litter/debris, overgrown grass and/or weeds, and other rubbish for a radius of ten (10) feet from the outer edge of the bus shelter at all times. The selected Proposer shall empty litter bins on a regular basis so as to prevent litter bins from overflowing and litter from accumulating at bus stops.
- B. The selected Proposer shall ensure each bus shelter has a posted metal plate of the company name of the selected Proposer. The selected Proposer shall be responsible, at its expense, to obtain all applications, permits, and fees as required by the County or municipal departments that are necessary to maintain each bus shelter.

### **2.3.2 Repair of Damaged or Vandalized Bus Shelters**

The selected Proposer shall:

1. Repair any vandalism, graffiti, or other damage to all bus shelters within 48 hours of its discovery by the selected Proposer or within 24 hours after receipt of notice of such vandalism or damage from the County.
2. Damaged bus shelters, which cannot be repaired on-site, shall be removed within 24 hours and replaced within 30 days.
3. Notwithstanding the foregoing, repair bus shelter vandalism or damage of a hazardous nature or bus shelter lighting needing repair or replacement within 24 hours.
4. Replace damaged or missing trash receptacles within 24 hours of its discovery by selected Proposer or upon notice from the County.
5. Propose to the County's Project Manager a solution in cases of bus shelters that are subject to repeated vandalism. The County's Project Manager will make the final decision as to the actions the County and the selected Proposer will take in this situation.

### **2.3.1 Local Phone Number**

The selected Proposer shall obtain a local phone number available 24 hours a day, seven (7) days a week to receive calls from the public and the County related to the Program. The phone number shall be posted on the front of each shelter in letters large enough to be readily visible by pedestrian from ten feet away. The selected Proposer shall have a phone system so incoming calls never get a busy signal. A voice mail system is not acceptable to meet this requirement. Questions, request, and complaints received by the County from the public will be transferred to the selected Proposer's local phone number for attention.

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Miami-Dade County, Florida

RFP No.

### **2.3.2 District Identification Number**

The County will issue each bus shelter a separate distinct identification number corresponding to the bus stop district location, as specified in Chapter 21, Article XII of the Code, and the County's designated inventory number. The selected Proposer shall post the distinct identification number on each bus shelter.

### **2.3.3 Failure to Maintain**

In the event the selected Proposer fails to maintain and/or repair a bus shelter or the surrounding area as specified herein and/or in a written notice to cure issued by the County's Project Manager, the County may take necessary actions to repair and/or clean-up the site. The County will deduct the costs incurred by the County from the Contingency Fund. The County is not liable for any damages in connection therewith. In the event of a force majeure situation, excluding vandalism, a reasonable time period, based on circumstances, will be specified in the written notice to cure issued by the County's Project Manager.

### **2.3.4 Bus Shelter Components Inventory**

The selected Proposer shall purchase and warehouse an inventory of bus shelter components in the quantities described in **Attachment D** within 60 business days of the contract effective date to make expedient repairs and component replacements of damaged bus shelters.

## **2.4 Advertising**

The selected Proposer shall engage in activities specifically related to advertising on bus shelters and litter bins at bus shelters. The selected Proposer shall sell advertising on bus shelters that produces the greatest revenue for the County.

### **2.4.1 Advertising Standards**

The selected Proposer shall provide, install, and maintain high quality, expertly designed commercial advertising displays on bus shelters designated by the County. The selected Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. In addition, the selected Proposer shall comply with the following:

1. The installation of advertising devices and the materials to be contained therein or thereon shall take place, whenever possible, during hours of minimum patron activity.
2. Advertising on a bus shelter shall be no greater than 72 inches by 60 inches per side of the bus shelter, including the roof.
3. There shall be no more than one advertisement per side of the bus shelter.
4. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word or symbol designed to distract vehicular traffic.
5. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 of Florida Statutes.
6. No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.
7. No advertising shall be at Metromover stations, South Dade Busway stations, and South Dade Busway right-of-way.
8. No advertising shall be through the electronic passenger information systems that announce (video or audio) the next County transit vehicle arrival.

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Miami-Dade County, Florida

RFP No.

9. No advertising shall have a religious theme.
10. No advertising shall be for products containing tobacco.
11. No advertising for alcoholic beverages, as defined by Section 561.01 of Florida Statutes, shall be within one-quarter mile of the following:
  - a. Any type of public or private school including pre-schools, elementary schools, middle schools, high schools, colleges and universities.
  - b. Houses of worship including churches, synagogues, temples, and mosques.
  - c. Hospitals or addiction treatment centers.
12. No advertising shall contain libelous material or material detrimental to the operation or goals of the County.
13. No advertising material which is irritating in its content or method of presentation shall be displayed.
14. Advertising related to political issues and candidates shall be charged consistently with the selected Proposer's applicable rate sheet for advertising and shall contain a statement that reflects that it is a paid political advertisement.

#### **2.4.2 Advertising Removal**

Approval by the County of advertising materials, advertisements, and manner of presentation is not required. However, all advertising materials, advertisements, and manner of presentation shall be removed by the selected Proposer, at its expense, upon request of the County's Project Manager. The County's Project Manager will respond within 48 hours to any request, from the public or the selected Proposer, to review any advertising for determination of removal. The County's Project Manager may disallow any advertising at its sole absolute discretion. The selected Proposer shall remove from the bus shelter(s), within 48 hours upon issuance of a written requirement from the County's Project Manager to remove said advertising and any other likewise advertising. In the event the selected Proposer fails to remove the advertising as specified herein, the County may take necessary actions to remove the advertisement. The County will deduct the costs incurred by the County from the Contingency Fund. The County is not liable for any damages in connection therewith.

#### **2.5 Installation of New Bus Shelters**

- A. The selected Proposer shall install new Pali-design bus shelters at bus stop and rapid transit system locations as directed by the County. The selected Proposer shall place adjacent to or attach to each bus shelter no more than one Pali-design litter bin, as provided in **Attachment E**. Litter bins shall not be placed in the City of Doral area from the Palmetto Expressway west to the Florida Turnpike, and from NW 74 Street south to State Road 836. The selected Proposer shall be responsible to conduct a site inspection to determine the site complies with applicable federal, state, and local laws, regulations and ordinances for installation of a bus shelter in accordance with the terms and conditions of the resultant contract. The selected Proposer shall report to the County's Project Manager its finding of site compliance for installation of a bus shelter in accordance with the resultant contract. The selected Proposer shall, at its expense, obtain the permits from the County or municipal departments necessary to install bus shelters. The selected Proposer shall not install a bus shelter prior to written authorization from the County and the procurement of all required permits and/or approvals issued by the appropriate County or municipal departments.

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Miami-Dade County, Florida

RFP No.

- B. The selected Proposer shall install bus shelters with an advertising box for advertising as directed by the County to ensure compliance with Chapter 21, Article XII of the Code.

**2.5.1 Installation Standards**

The selected Proposer shall ensure all new bus shelter installations comply with applicable federal, state, and local laws, regulations and ordinances. In addition, the selected Proposer shall comply with the following:

1. Bus shelters shall not be installed in medians.
2. Bus shelters erected where posted speed limits are 50 mile per hour or greater, shall be located outside the clear recovery area (18 feet minimum, 30 feet preferred, for any driving lane) of the highway.
3. Bus shelters shall not infringe upon or obstruct any sidewalk, pedestrian path, driveway, drainage structure (ditches), or any other similar infrastructure and provide at least four feet clearance from the front roof support posts of the shelter to the inner edge of the sidewalk curb for pedestrian traffic and wheelchair access.
4. An ADA-compliant concrete connecting pathway leading through the median from the sidewalk to the roadway shall be provided as necessary for all new shelter installation locations to provide wheelchair accessibility to and from the bus.
5. Curb cuts and ramps shall be provided for wheelchair access, as necessary.
6. Bus shelters shall not be placed on bicycle paths.
7. Bus shelters installed at or near a bicycle path, shall have at least eight feet clearance from the path, preferably on the backside of the bus shelter.
8. Bus shelters shall not be located within 15 feet of a fire hydrant, a disabled parking space, or curb cuts.
9. Bus shelters shall comply with all ADA guidelines, to include, but not be limited to:
  - a. A minimum of four feet of clear, continuous accessible pathway in the public right of way in front of the bus shelter.
  - b. An ADA-compliant accessible, concrete landing pad, measuring five-feet wide by eight-feet deep, to be located on either side of the shelter pad, to allow for persons in a wheelchair or other mobility devices to properly maneuver to either board or alight the bus.
  - c. A 48-inch wide by 30-inch deep space within the bus shelter to allow for a person in a wheelchair or other mobility device to enter the shelter area and await the arrival of the bus.
  - d. A firm, stable surface (usually a concrete connecting pathway) through the median between the edge of the roadway surface and the edge of the bus shelter pad, complete with ADA-compliant tactile bar at end of the pathway.

Additionally, in residentially zoned areas, the following shall apply:

10. Bus shelters and litter bins shall be in the public right-of-way.
11. Bus shelters shall not interfere with or obstruct vehicular or pedestrian access to residential structures.



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Miami-Dade County, Florida

RFP No.

12. Bus shelters shall be placed so as to not interfere with or obstruct line-of-sight between the streets and residential driveways.

13. No more than one bus shelter shall be placed at bus stops in single-family residentially zoned areas.

#### **2.5.2 Site Inspections**

The selected Proposer, by virtue of signing of the resultant contract, acknowledges it is satisfied as to the nature and location of the existing bus shelters and the predetermined sites for installation of bus shelters, as provided in **Attachment C**, the general and local conditions including, but not restricted to, access to the bus shelter locations, transportation, storage and handling of materials, the sites conditions, all permitting and approval requirements and the character of equipment and facilities needed preliminary to and during the work required to install and maintain each bus shelter as described in the resultant contract. Failure on the part of the selected Proposer to completely or properly evaluate any factors or costs to perform the work required in the resultant contract will not form a basis for any change or reduction in the goods and services or payments the selected Proposer shall provide to the County pursuant to the resultant contract. Any work or expense involved in making changes to sites so as to meet federal, state and local requirements and to meet conditions required for permits or approvals from any jurisdiction or agency shall be performed by the selected Proposer, at its expense.

#### **2.5.3 Installation Plans**

The selected Proposer shall request approval from the County's Project Manager of all drawings, construction plans, and any other documents related to receiving a building permit from Public Works for each new bus shelter installation. The selected Proposer shall install no more than one bus shelter at each designated location, unless otherwise directed in writing by the County's Project Manager. Once the documents are approved by the County's Project Manager, the selected Proposer shall obtain a building permit from Public Works for each new bus shelter installation. The selected Proposer shall not deviate from the plans approved by the County's Project Manager without prior written consent from the County's Project Manager.

#### **2.5.4 Installation Progress**

- A. Within six (6) months of the effective date of the resultant contract, the selected Proposer shall have a minimum of 30 additional bus shelters installed and available for use by patrons at the locations provided by the County.
- B. Within two (2) years of the effective date of the resultant contract, the selected Proposer shall have a minimum total of 130 additional bus shelters installed and available for use by patrons at the locations provided by the County.
- C. Within four (4) years of the effective date of the resultant contract, the selected Proposer shall have in place all additional bus shelters directed by the County to be installed, up to 435, installed and available for use by patrons at the locations provided by the County.

#### **2.6 Removal of Bus Shelters**

- A. In the event a bus stop that has a bus shelter installed is eliminated or removed due to roadway construction, discontinuance of a bus route, actions or requirements of other agencies including, but not limited to the County, or any other similar reason, the County will require, in writing, that the selected Proposer remove the affected bus shelter. The selected Proposer shall remove the bus shelter within 10 business days from issuance of the County's written request, unless additional time is specified by the County's Project Manager. In such case, once the bus shelter is removed, the selected Proposer may make a one-time deduction of \$300.00 from the following monthly payment to the County to assist with the

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Miami-Dade County, Florida

RFP No.

removal cost. The one-time deduction provision does not prevail in cases where the County requires removal of a bus shelter due to negligence of the selected Proposer.

- B. In the event a bus stop with a bus shelter was removed, for reasons such as roadway widening, and the County replaces the bus stop sign at the location, the County will request the selected Proposer to inspect the site to determine if the bus shelter can be reinstalled. The selected Proposer shall conduct a site inspection upon receipt of written request from the County and report to the County's Project Manager its finding of site compliance for reinstallation of a bus shelter in accordance with the resultant contract. The County may direct in writing, and the selected Proposer shall comply, to reinstall the bus shelter in accordance with Section 2.5.
- C. In the event a bus shelter is determined by the County to be a safety hazard, the County will require, in writing, and the selected Proposer shall comply, that the selected Proposer correct the deficiency or remove the bus shelter within 24 hours of the issued notice. The County's Project Manager will make the final determination of a safety hazard.
- D. In the event a bus shelter is determined by the County to not be in compliance with all provisions of the resultant contract, with the exception of being a safety hazard, the selected Proposer shall correct the deficiency within 10 business days from the issuance of notice by the County.
- E. The selected Proposer will be assessed liquidated damages in the amount of \$100 per bus shelter per day for each day a bus shelter is not removed or deficiencies are not corrected according to the timeframes herein. In addition, if the County takes necessary actions to remove a bus shelter or correct a deficiency, the County will deduct the liquidated damages and costs incurred by the County from the Contingency Fund. The County is not liable for any damages in connection therewith.

## **2.7 County Self-Promotional Space**

- A. The selected Proposer shall provide the County use of unsold advertising space on bus shelters or litter bins for County self-promotional announcements. The County will supply the finished posters/artwork for County self-promotional announcements to the selected Proposer. The selected Proposer shall install, maintain, and remove County self-promotional announcements as directed by the County.
- B. Once the County self-promotional material is removed, the selected Proposer may make a one-time deduction of \$20.00 per bus shelter or \$5.00 per litter bin from the following monthly payment to the County to compensate for the installation, maintenance, and removal costs.

## **2.8 Lighting Upgrade**

The selected Proposer shall, at its expense, replace the fluorescent light system components within the advertising boxes of each bus shelter with new light-emitting diode (LED) lighting components. The quality of the illumination from the new LED lighting system shall be equal to or greater than the illumination provided by the fluorescent lighting system. The selected Proposer shall, at its sole expense, design and modify the Pali-design bus shelter model with the new LED lighting system and obtain the permits from the Miami-Dade Building and Neighborhood Compliance Department, Public Works, and any municipal departments necessary to install the new LED lighting system prior to installation.

### **2.8.1 Lighting Upgrade Progress**

- A. Within one (1) year of the effective date of the resultant contract, the selected Proposer shall have a minimum of 100 advertising boxes upgraded and fully operational with the new LED lighting system.
- B. Within two (2) years of the effective date of the resultant contract, the selected Proposer shall have a minimum total of 750 advertising boxes upgraded and fully operational with the new LED lighting system.

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Miami-Dade County, Florida

RFP No.

- C. Within three (3) years of the effective date of the resultant contract, the selected Proposer shall have all remaining advertising boxes and any new bus shelter installed beyond said date upgraded and fully operational with the new LED lighting system, unless additional time is provided in writing by the County's Project Manager.
- D. The selected Proposer will be assessed liquidated damages in the amount of \$100 per bus shelter per day for each day the advertising boxes of a bus shelters is not upgraded and fully operational with the new LED lighting system according to the timeframes of this Section. The County will deduct the liquidated damages from the Contingency Fund.

## **2.9 Reports**

The selected Proposer shall maintain all books of accounts and records of gross revenues, hereinafter referred to as Records, customarily used in this type of bus shelter advertising program. Records shall be in conformity with generally accepted accounting principles, and kept for such period of time thereafter as provided herein unless otherwise approved by the County. All such Records shall be kept at all times within Miami-Dade County. The Miami-Dade County Audit and Management Department, the external auditing firm of the County, and all appropriate state and federal auditing personnel shall be permitted to audit and examine all such Records relating to the resultant contract, without limitation as to time or frequency.

### **2.9.1 Audited Financial Report**

- A. Within 60 days from a one-year period from the effective date for the resultant contract and each one-year period thereafter, and within 30 days following termination of the resultant contract, the selected Proposer shall provide to the County an annual audited financial report of the selected Proposer's schedule of gross amount received from advertising, by calendar quarters, to fund its operations under the resultant contract, related to payments made to the County under the terms of the resultant contract, and any other such related data as the County may request related to the resultant contract. The report shall be prepared in conformance with the United States Generally Accepted Accounting Principles requirements for reports. The report shall contain an opinion of accuracy, prepared and attested to by an independent certified public accounting firm licensed in the state of Florida.
- B. If the selected Proposer fails to submit the annual financial report as specified, the County may take action necessary, such as to hire an independent certified public accountant to conduct a financial audit and prepare a report. The County will deduct the costs incurred by the County from the Contingency Fund.

### **2.9.2 Billing and Collections Report**

- A. The selected Proposer shall provide the County, on or before the 20<sup>th</sup> calendar day of each month, a report of gross billings, net billings, and all collections for the previous month for advertising activities. This report shall be in the format prescribed by the County and signed by the selected Proposer certifying the accuracy of such gross revenues.
- B. At a minimum, the billing and collections report shall contain the following information:
  - 1. Monthly gross sales and billings, itemized per bus shelter sold.
  - 2. Advertising agency commissions paid.
  - 3. Monthly rate sheet for advertising.
  - 4. Number of shelters sold.
  - 5. Monthly trade contracts.
  - 6. Taxes paid.
  - 7. All direct payments made to private property owners for use of property to install a bus shelter, itemized and identified by the property owner.
  - 8. Minimum guarantee due to the County, when applicable.
  - 9. Percentage fee due to the County, when applicable.



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Miami-Dade County, Florida

RFP No.

10. Year-to-date information for all of the above-mentioned items.

- C. The selected Proposer may change the reported information upon prior written consent from the County's Project Manager. The selected Proposer will be assessed liquidated damages in the amount of \$100 per day for each day the report is not provided to the County according to the timeframe of this Section. The County will deduct the liquidated damages from the Contingency Fund.

### **2.9.3 Bus Shelter Program Sales Report**

- A. The selected Proposer shall provide the County, on or before the 20<sup>th</sup> calendar day of each month, a report of the following information:
1. List of each shelter's location.
  2. Total number of advertising boxes.
  3. Total number of advertising panels sold, itemized by bus shelter location.
  4. Total number of advertising panels not sold.
  5. Total space sold, itemized by bus shelter location.
  6. Total space traded or bartered.
  7. Total space used for public service advertisements.
  8. Total number of new shelters installed/ removed.
- B. The selected Proposer may change the reported information upon prior written consent from the County's Project Manager. The selected Proposer will be assessed liquidated damages in the amount of \$100 per day for each day the report is not provided to the County according to the timeframe of this Section. The County will deduct the liquidated damages from the Contingency Fund.

### **2.10 Ownership of Shelters**

The County agrees that the selected Proposer shall retain sole and exclusive ownership of the bus shelters erected during the term of the resultant contract pursuant to the provisions hereof. At the end of the resultant contract term, including termination, all bus shelters erected by the selected Proposer during the resultant contract term shall become the sole and exclusive property of the County, including bus shelters installed by the selected Proposer in Miami-Dade County municipalities under the resultant contract. Nothing contained in any provision of the resultant contract shall be construed as creating an ownership interest in the selected Proposer with respect to any sidewalks, walkways, or curbs to which the bus shelters are attached.

### **2.11 Contingency Fund**

- A. In addition to payments to the County pursuant to Section 2.12, the selected Proposer shall deposit with the County, within 60 days of the contract effective date, funds equal to 10% of the Annual Minimum Guarantee. These funds will be held by the County, in a separate account, as a Contingency Fund to be used to cover costs in the event the selected Proposer fails to comply with any provision of the resultant contract and the County chooses to perform, or have a third party perform, the required work in lieu of the selected Proposer. The Contingency Fund may be used by the County if the selected Proposer has failed to perform any required action within the timeframe specified herein or in written notice to the selected Proposer by the County's Project Manager. In the event the Contingency Fund is insufficient to cover costs to perform the required work in lieu of the selected Proposer, the selected Proposer shall reimburse the County for any uncovered costs incurred to have the work performed. The selected Proposer's shall accompany its next payment to the County with said reimbursement.
- B. If the Contingency Fund is used by the County, the County's Project Manager will notify the selected Proposer of what action was taken by the County and the cost of such action. The notice will include any uncovered costs incurred to have the work performed if the Contingency Fund was insufficient, in which the selected Proposer shall reimburse the County. Such notification will be sent to the selected Proposer within 48 hours following the action.

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Miami-Dade County, Florida

RFP No.

- C. Thirty calendar days prior to one year of the contract effective date, and for each subsequent one year period, the selected Proposer shall submit to the County, separate from payments to the County pursuant to Section 2.12, funds in an amount sufficient to bring the Contingency Fund to 10% of the Annual Minimum Guarantee for the upcoming year of the resultant contract. If the amount on deposit in the Contingency Fund exceeds 10% of the Annual Minimum Guarantee for the upcoming contract year, the County will refund any excess to the selected Proposer.
- D. The Contingency Fund that remains unused at the termination of the resultant contract will be returned by the County to the selected Proposer. No interest will be paid on money deposited in Contingency Fund.
- E. This provision does not, in any way, diminish the County's right to terminate the resultant contract at any time.

## **2.12 Payments**

- A. The selected Proposer shall pay the County an annual minimum guaranteed amount or a percentage all of the selected Proposer's earned monthly gross advertising revenues, whichever is the greatest, as pursuant to **Exhibit B, Price Schedule**, for term of the resultant contract.
- B. The term gross advertising revenues shall be construed to include all moneys paid or payable to the selected Proposer for sales made and for services rendered at or from advertising on bus shelters, regardless of when or where, on a cash or credit basis, provided. Payments received by the selected Proposer in advance from its customers shall be reported as gross advertising revenues in the month moneys are earned, calculated on a straight-line basis. Also, the term gross advertising revenues shall be reduced by the following:
  - 1. Advertising agency commissions actually paid (excluding selected Proposer and its agents), not to exceed 15% of the selected Proposer's customer's billing.
  - 2. Any taxes imposed by law, which are separately stated to and paid by the selected Proposer's customer and directly payable by the selected Proposer to a taxing authority.
  - 3. Moneys received pursuant to Section 2.7, County Self-Promotional Space.
  - 4. All direct payments made to a private property owner for use of his property to install any shelter when a shelter is partially installed on public property and partially on private property.
- C. For calculating market value of any traded/bartered advertising space (i.e. trade agreements), the selected Proposer's current rate sheet shall be applied. Payments from the selected Proposer to the County for advertising on litter bins shall follow the same requirements and limitations as payments for bus shelter advertising.
- D. The selected Proposer shall pay the County on a monthly basis, on or before the 20<sup>th</sup> calendar day of the month. In the event the selected Proposer fails to pay the County, in full, on the 20<sup>th</sup> calendar day of the month, the payment shall accumulate interest in the amount of 1% per day, compounding, on the amount owed, until the payment is made, in full, to the County. This provision does not, in any way, diminish the County's right to terminate the resultant contract at any time. Should the selected Proposer's failure to pay result in termination of the resultant contract or for any unpaid amount owed at the end of the resultant contract, the County will deduct the payment owed from the Contingency Fund.